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COMPREHENSIVE MASTER CONTRACT

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PUBLIC EMPLOYMENT
RELATIONS BOARD

Negotiated between the
River Valley Education Association
and the
River Valley Community School District
Board of Directors

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ARTICLE I

General Contract Provisions

A. DEFINITIONS

1. The term "Board" as used in this Agreement, shall mean the Board of Education of the River Valley Community School District or its duly-authorized representatives.
2. The term "District", as used in this Agreement, shall mean the River Valley Community School District.
3. The term "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the Bargaining unit as defined and certified by the Public Employment Relations Board.
4. The term "Association", as used in this Agreement, shall mean the River Valley Education Association or its duly-authorized representatives or agents.

B. PRINTING

Within thirty (30) days following the signing of this Agreement and upon joint approval of the format, copies of this Agreement shall be printed. The Agreement shall be presented to all certified employees now employed and subsequently employed for the duration of this Agreement. The Association will receive ten (10) additional copies of the Agreement. All costs of printing the Agreement shall be shared equally by the parties.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to any provision of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to: Board of Education
River Valley Community School District
916 Hackberry Street
Correctionville, IA 51016
2. If by Board, to: River Valley Education Association
River Valley Community School District
Correctionville, IA 51016

D. SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court having competent jurisdiction, then such article, section, or clause shall be deleted from this agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

ARTICLE 2

Dues Deduction and Other Payroll Deductions

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. This form of the assignment shall be as set forth in Schedule "B".

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each pay period for ten (10) months, beginning on September 20 and ending June 20 of each year.

C. CONTRIBUTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance to the Association of additional contributions and/or donations.

D. PRORATED DEDUCTION

Employees who begin deduction after September 10 shall have the total dues prorated on the basis of the remaining months of employment through June 20.

E. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days' notice to the Board and to the Association. The Association shall notify the Board immediately upon receipt of such notice.

F. TERMINATION

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefor.

G. OTHER PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, banks within the District, credit union(s), savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. This section shall not be subject to the grievance procedure.

H. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article. All sections, except Section G., shall be subject to the grievance procedure, and the provisions of this section shall not apply thereto.

ARTICLE 3

Grievance Procedure

A. DEFINITIONS

1. Grievance
A "Grievance" shall mean only a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this agreement.
2. Grievant
A "grievant" is the employee or the Association making the complaint.
3. Party in interest
A "party in interest" is the grievant or any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, in order to resolve the complaint.
4. Days
The term "days", as used in this Article, shall mean calendar days except Christmas vacation and unless otherwise specified.

B. GENERAL PROCEDURES

1. Time Limits
The number of days, indicated at each level, shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step.
2. Year-End Grievances
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be proportionately reduced so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of twenty (20) days thereafter. Any arbitration hearing scheduled under this provision shall be held no later than August 1 of the year in which the grievance was filed.
3. Processing Grievances
A grievance may be processed during the workday by mutual agreement between the Board and the Association.
4. Exception
In matters dealing with alleged violations in those areas over which a principal has no authority to grant the appropriate relief, the grievance shall be initiated at Step 2 within fourteen (14) days of the act or condition giving rise to the grievance.

5. Individual Rights

Grievants may be represented at any step of the procedure set out in Section C of this Article by themselves and/or at their option, by an Association representative chosen by the Association.

C. PROCESSING GRIEVANCES

1. First Step (Principal)

- a. The parties in interest acknowledge that it is preferable to resolve problems through informal discussion. If the employee believes that a grievance exists, the employee, hereinafter the grievant, shall complete, deliver, and file with the principal the written Grievance Form set forth in Schedule A (Grievance Form) within fourteen (14) days of the act or condition giving rise to the grievance.
- b. A meeting to discuss the grievance shall be held at the request of either the grievant or the principal. The principal shall make a decision on the grievance, enter such decision on the Grievance Form, and communicate such decision in writing to the grievant and Superintendent within fourteen (14) days after receipt of the Grievance Form.

2. Second Step (Superintendent)

- a. In the event that a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the Grievance Form with the superintendent within fourteen (14) days of receipt of the principal's written decision at the First Step or within fourteen (14) days after the act or condition giving rise to the grievance if the grievance is initiated at Step 2.
- b. A meeting to discuss the grievance shall be held at the request of either the grievant or Superintendent. The Superintendent shall file an answer within fourteen (14) days of receipt of the grievance and shall communicate such answer in writing to the grievant and principal.

3. Third Step (Board of Education)

- a. In the event that a grievance is not satisfactorily resolved at the Second Step, either the grievant or Board of Education shall have the option to request a hearing before the Board of Education on the unresolved grievance within fourteen (14) days after the decision at the Second Step. Such hearing shall be held at the request of either the grievant or Board of Education within fourteen (14) days from the date of request.

4. Fourth Step (Binding Arbitration)

- a. Initiation of Fourth Step
 - (1) If the Third Step option has been utilized and if a grievant is not satisfied with the disposition of the grievance at the Third Step, or if no decision has been rendered within fourteen (14) days after the date of the Third Step hearing, the grievant may request in writing that the Association submit the grievance to arbitration.

- (2) If the Third Step option has not been utilized and if the grievant is not satisfied with the disposition of the grievance at the Second Step, or if no decision has been rendered within fourteen (14) days after the Superintendent received the grievance, the grievant may request in writing that the Association submit the grievance to arbitration.
- b. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fourteen (14) days after receipt of the request from the grievant, submit the grievance to binding arbitration.
 - c. Within five (5) days after such submission to arbitration, a written request for a list of Arbitrators shall be made to the Public Employment Relations Board (PER Board) by the Association. The list shall consist of five (5) Arbitrators each of whom is listed with the American Arbitration Association, and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the Arbitrator. The parties shall be bound by the rules of the American Arbitration Association, except for the selection process.
 - d. The arbitrator selected will confer with the representatives of the Superintendent and Association and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.
 - e. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. In the decision, the Arbitrator shall not amend, nullify, ignore, or add to the provisions of the Agreement. The decision of the Arbitrator will be submitted to the Board and to the Association and will be final and binding upon the parties. Relief granted by the Arbitrator shall be prospective only.
 - f. The costs for the services of the Arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. EXCLUSIVE GRIEVANCE FORM

A grievance shall be presented only on the Grievance Report form attached hereto.

ARTICLE 4

Wages

A. SALARY SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Schedule "C", which is attached hereto and made a part thereof.

B. PLACEMENT ON SALARY SCHEDULE

1. Educational Lanes Defined

a. BA Lane

BA shall mean any undergraduate degree granted by an accredited college or university on the basis of an approved four-year program of studies. All hours earned after the BA for the purpose of advancement on the salary schedule are to be graduate hours.

b. BA + 15 Lane

BA + 15 shall mean any undergraduate degree granted by an accredited college or university on the basis of an approved four-year program of studies as well as accumulation of fifteen (15) additional graduate semester hours from such an institution earned after conferring of the BA degree.

c. BA + 30 Lane

BA + 30 shall mean any undergraduate degree granted by an accredited college or university on the basis of an approved four-year program of studies as well as the accumulation of 30 additional graduate level semester hours earned beyond the BA. These hours must come from an institution that can confer MA degrees.

d. MA Lane

MA shall mean a Masters Degree that has been granted by an accredited college or university.

e. MA + 15 Lane

MA + 15 shall mean a Masters Degree that has been granted by an accredited college or university as well as accumulation of fifteen (15) additional graduate semester hours of credit earned after conferring of the MA degree.

2. Credit for Experience

Upon initial employment, credit up to and including the sixth (6th) step of the appropriate salary lane on the salary schedule shall be given for previous outside teaching experience, which is related to the subject matter areas which the employee is hired to teach, in a duly-accredited school district. The Superintendent in his discretion may grant further credits for additional years of such experience. Industrial and/or business experience shall be granted where appropriate.

3. Returning to the District

Any employee with previous teaching experience in the School District shall upon returning to the system be given credit as set out in item "B (3)" above.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall be granted (1) incremental or vertical step on the schedule until the maximum for their education classification is reached. However, no incremental or vertical step shall be granted to employees who work less than full time each semester. Employees who work less than full time shall advance one step proportionate to their percentage of service. A year of service consists of employment in the District for ninety (90) days or more in one (1) school year. Employees who were at the career increment during the 2005-2006 school year will be placed on the last step of their lane.

2. Educational Lanes

In order to change classification on the salary schedule, employees wishing to do so must file evidence of completion no later than September 1, and an official transcript no later than November 1, of the year for which he/she seeks a classification change.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month.

2. Exception

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks shall be mailed on the 20th of the month to the place and/or address designated by the employee.

4. Direct Deposit

The district will provide "direct deposit" of pay checks for all employees wishing this service.

5. Final Pay

Employees terminating employment shall be entitled to receive all of their earned contracted salary on the last workday, provided (1) the District has adequate cash available; (b) the employees have completed their assignments; and (c) the employees have notified the district by May 1.

E. EXTENDED CONTRACT

The salary schedule is based upon a one hundred eighty-seven (187) day work year. Any employee whose full-time assignment exceeds the work year shall be additionally compensated at a per diem rate of his/her contracted salary. Any additional contract days for staff development required by the State of Iowa will be paid per diem.

F. PHASE I & II MONIES

River Valley's Phase II monies have been incorporated into the salary schedule (Schedule C). If there is a change in the amount of Phase II funds received by the River Valley District, salaries shall be adjusted dollar for dollar (after adjustments for FICA and IPERS) in an amount equal to the change in funds.

ARTICLE 5

Supplemental Pay

A. EXTRA-CURRICULAR ACTIVITIES

Employees who perform extra-curricular activities shall be compensated in accordance with Schedule D, which is attached hereto and made a part hereof.

ARTICLE 6

Insurance

A. DEFINITIONS

1. Single Coverage

"Single coverage" shall be defined as the premium necessary to insure an individual employee.

2. Family Coverage

"Family coverage" shall be defined as the premium necessary to insure the members of an employee's immediate family in addition to the premium needed to insure the individual employee.

B. TYPES

1. Health Insurance

The Board agrees to contribute up to \$400 per month per employee toward the cost of single coverage on the group health insurance or an additional \$45.00 per month (\$445) per month per employee toward the cost of family coverage on the group health insurance.

In the case of married employees who are both certified employees of the District, each employee shall be entitled to the above-mentioned \$400 per month, which may be applied to two single policy premiums, or one family policy premium. Insurance contributions by the district shall only be applied to group insurance plans provided by the district and shall not be taken as a cash payment.

2. Life Insurance

Each employee shall be covered under a group term life insurance program paid by the board, premiums included in the amount set forth in B(1) above. Said program shall provide a minimum death benefit of fifteen thousand and no/100 dollars (\$15,000.00) double for accidental death to the extent such accidental death coverage is available from the carrier involved.

3. Long Term Disability Insurance

Each employee shall be covered under a group long term disability insurance program with premiums paid by the Board, premiums included in the amount set forth in B(1) above. Said program shall provide a minimum disability benefit of 60% of Covered Monthly Compensation in force on the date disability begins, subject to the terms of the insurance carrier involved.

4. Vision and/or Dental Insurance

Optional group vision and/or dental coverage will be at the expense of the employee.

C. COVERAGE

The Board-provided insurance programs shall have an anniversary date of July 1, of each year, on which date the insurance company may adjust premium amounts. Coverage provided employees shall be continuous during the period covered by this Agreement. Employees new to the District and eligible for insurance coverage shall be covered by Board-provided insurances no later than one (1) month after their initial workday.

D. DESCRIPTION OF INSURANCE

The Board will request that the insurance carrier provide each employee a brochure of the group insurance certificate within two (2) months after each change in policy benefits and, for new employees, within two (2) weeks after commencement of coverage.

E. REGULAR PART-TIME EMPLOYEE COVERAGE

Each regular part-time employee may participate in the health, accident, life, accidental death and dismemberment insurance programs. The Board shall contribute a percentage of the full-time employee contribution of \$400 per month (as listed in Article 6, Paragraph B) equal to the part-time portion of the employee's contract. A participating employee shall pay the appropriate difference through payroll deduction.

ARTICLE 7

Sick Leave

A. ACCUMULATIVE BENEFITS

The number of sick leave days granted to employees per year for the years of their employment with the School District shall be: first through third years - 12 days; fourth year - 13 days; fifth year - 14 days; and sixth and each succeeding year - 15 days. Employees hired after commencement of the school year shall receive sick leave benefits prorated to the date on which they are scheduled to report for duty. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service. Unused sick leave days shall accumulate from year to year up to a maximum of one hundred thirty (130) days.

B. CONVERSION FROM FULL TO PART-TIME SICK LEAVE

Regular part-time employees who transfer to a full-time position shall have their benefits converted to full-time sick leave benefits by multiplying their accumulated benefits by the percentage of part-time service (e.g. 20 days earned at half-time converts to 10 days at full-time; $.5 \times 20 = 10$ days)

Regular full-time employees who transfer to a part-time position shall have their benefits converted to part-time sick leave benefits by dividing their accumulated benefits by the percentage of full-time service (e.g. 20 days full-time converts to 40 half-time days; $20 / .5 = 40$ days).

C. NOTIFICATION

Employees shall be notified in writing of their accumulated sick leave by the last working day of each school year.

D. JOB-RELATED INJURY

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their worker compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one-quarter day for each day of absence due to a job-related injury.

E. EXTENDED LEAVE

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay up to one (1) year because of personal illness or disability. The Board shall base its decision as to the issue of illness or disability and the length of leave therefor on the recommendation of the employee's physician and a physician selected by the Board if the Board so desires. At its discretion, the Board may renew the leave from year to year.

Subject to the approval of the insurance carrier, the Board shall pay the premium for all Board-paid insurance benefits for up to one (1) year. Thereafter, the employee shall have the opportunity to continue all insurance benefits at the employee's own expense, subject to the approval of the insurance carrier.

ARTICLE 8

Temporary Leaves of Absence

A. PAID LEAVES

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

1. Personal

- a. Each employee shall be entitled to two (2) days of personal leave per year to be used by the employee for a purpose which in the opinion of the employee is necessary for the personal well-being of that employee.
- b. Both personal leave days shall be considered a paid day of leave.
- c. Requests for personal leaves shall be made in writing one (1) week in advance of the date of the employee's intended absence.
- d. Personal leave requests cannot be denied by the principal or superintendent after proper notification and compliance with other paragraphs of this article.
- e. No personal leave shall be granted for the day immediately preceding or the day immediately following a holiday, or for the class day immediately preceding the commencement of vacation or the day following the end of a vacation period except in the case of emergency. No personal leave shall be granted for the ten business days prior to the end of the teacher contract days. The superintendent will have the discretion to waive this item without being subject to the grievance procedure set out herein.
- f. Should the number of personal leave requests occurring on one day cause a staffing problem, the Superintendent shall have the discretion to grant only those request(s) for which substitute(s) may be obtained, except in cases of emergency.

2. Jury and Legal

Any employee who is summoned for jury duty during school hours shall be provided leave for such duty and appearances. The district shall pay the employee the difference between the fees or remuneration granted by the court and the regular District pay. Any employees required by subpoena to testify in a court action shall be granted up to three days paid leave of absence to fulfill the court obligation. The district shall pay the employee the difference between the fees or remuneration granted by the court or subpoenaing party and the regular District pay. If additional days of absence are necessary to fulfill the court obligation, the leave will be considered unpaid leave.

3. Association

Up to two (2) days each shall be available for two (2) representatives of the Association to attend the ISEA Delegate Assembly. Notification shall be given to the superintendent at least one week in advance.

4. Professional Leave

Employees may be allowed to attend professional meetings and visit schools if approved in advance by the Superintendent.

5. Bereavement

- a. A leave of not more than five (5) consecutive days for each occurrence shall be granted in the case of the death of the following relatives of the employee: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, or sister-in-law, step-parent, step-child, and foster child. The period of an employee's absence due to bereavement shall include the day of the funeral.
- b. A leave of not more than two (2) consecutive days for each occurrence shall be granted in case of the death of the employee's grandparents, grandchild, or grandparent-in-law. The period of an employee's absence due to bereavement shall include the day of the funeral.
- c. A leave of not more than one (1) day for each occurrence shall be granted in case of the death of a relative of the employee not listed in (a) or (b) above to attend the funeral of such deceased.
- d. In the event of the death of an employee or a student in the District, the superintendent shall grant sufficient time to attend the funeral to such number of employees as the superintendent deems appropriate.

6. Family Illness Leave

Up to four (4) days per year may be granted to each employee for serious illness in the employee's immediate family which requires immediate medical attention, whether hospitalization or an alternative form of care, for a member of the employee's immediate family. Specialists' appointments for family shall be covered under Discretionary Leave. For the purposes of this section, the phrase "immediate family" shall include parents, step-parents, children, step-children, foster children, or spouse.

7. Discretionary Leave

The Superintendent may grant leaves of absence with pay for good reason. No decision concerning a request for paid discretionary leave shall be subject to the grievance procedure set out herein.

B. UNPAID LEAVE

1. The conditions set out in Section A(1), (c), (d), and (e) herein shall apply to all unpaid leave.
2. Employees shall be allowed to take up to three days of unpaid leave per year to be used by the employee for a purpose which in the opinion of the employee is necessary for the personal well-being of that employee. The superintendent shall have the discretion to grant only those requests for which substitutes may be obtained.

Requests for unpaid leave shall be made in writing at least five business days in advance of the days of the employee's intended absence if it does not fall on the business day before/after a holiday or vacation. Personal unpaid leave may be requested for the business day immediately preceding or the business day immediately following the holiday vacations of: Thanksgiving, President's Day, and Spring Holiday. Personal unpaid leave will not be granted for the business day immediately preceding or the business day immediately following Labor Day, Winter Vacation, and Memorial Day. This leave may be granted for up to two certified staff at each district site. This leave must be applied for at least 30 days before the requested date. If more than two certified staff apply for this leave, two names will be randomly drawn.

3. Religious leave. Any employee whose religious affiliation requires the observance of recognized religious holidays of his/her faith other than those scheduled in the school calendar shall be granted such leave by the Superintendent. Religious leave shall be on a non-paid basis.
4. Absence without pay may be authorized by the Superintendent for other purposes which he considers urgent and/or necessary.
5. For absences without pay, deductions from the employee's salary will be made monthly in accordance with the District's pay deduction regulations.

ARTICLE 9

Extended Leaves of Absence

A. FAMILY ILLNESS

A leave of absence without pay for up to one (1) year shall be granted by the Board for the purpose of caring for a chronically or seriously sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board.

B. CHILD REARING

All employees shall be granted up to one (1) year of child-rearing leave without pay by the Board. The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of child-rearing leave. In cases of adoption of a child, these policies shall apply.

C. GOOD CAUSE

Other extended leaves of absence without pay may be granted upon request in writing by the Board for good reason, including, but not limited to, campaigning or serving in public office, serving as an officer or on the staff with the Association, or engaging in study at an accredited college or university.

D. CONDITIONS

1. All extended leaves will be at least one (1) semester in length. Notice of or request for extended leave shall be given thirty (30) days prior to the commencement date of the leave. All extended leaves of absence shall commence and return shall be at the beginning of the school year or at mid-year, except where the circumstances giving rise to the leave are not subject to the employee's control, (e.g. illness), in which case the leave shall commence on such date as circumstances necessitate.
2. An employee whose individual employment contract includes extra-curricular duties compensated under Schedule D of this agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extra-curricular duties as he/she performed upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.

ARTICLE 10

Work Year, Holidays, and Vacations

A. WORK YEAR

The regular contract year shall consist of one hundred eighty-seven days, including one hundred eighty (180) days teaching workdays, and seven (7) days of inservice/work days for a total of one hundred eighty-seven (187) contract days. This is subject to approval by the Iowa Department of Education as described in the Iowa Code 279.10.

B. HOLIDAYS

In addition to the days noted in Section A above, the regular contract work year shall include the following unpaid holidays: President's Day; Good Friday, and the Monday following Good Friday.

C. WINTER VACATION

All bargaining unit members shall have an unpaid winter vacation of a minimum of 11 calendar days.

D. EXCEPTIONS

Exceptions to sections B and C may be made by mutual agreement between the Association and the board. The refusal of the Board to reach mutual agreement shall not constitute the basis for a grievance. No employee shall be required to perform classroom teaching duties on any holiday or during winter vacation.

ARTICLE 11

Hours

A. ARRIVAL AND DISMISSAL TIME

1. The workday shall begin at 8:00 a.m., Monday through Friday, except days on which late arrival due to inclement weather occurs. On such days the workday shall begin thirty (30) minutes before the pupil day begins.
2. The workday shall end at 3:45 p.m., Monday through Thursday. On Fridays, days on which early dismissal due to inclement weather occurs, and days preceding holidays and vacation, the workday shall end five (5) minutes after the regular buses depart. On the final days of school, teachers may be required to work until 3:45 p.m. regardless of the time at which students are dismissed. Due to the professional nature of the work performed by the employees, it is understood and agreed that employees shall work beyond the times stated above when appropriate for the fulfillment of their professional responsibilities to students, parents, or the School District.

B. LUNCH PERIOD

Each elementary employee shall receive a lunch period of not less than thirty (30) minutes per day.

Each secondary employee shall receive a lunch period of not less than twenty-five (25) minutes per day.

C. EXTRA DUTIES

Employees may be required to attend faculty meetings, parent-teacher conferences, and open houses without additional compensation. In recognition of the additional time spent fulfilling these responsibilities, employees may be released from their duties at any time during the workday at the discretion and with the prior approval of their principal.

Employees may be required to perform duties at a maximum of two (2) other school events beyond the regular workday. Employees who perform such extra duties not compensated by Schedule "D" shall be entitled to free admittance to all events sponsored by the District.

D. ELEMENTARY PREPARATION TIME

Each employee shall receive a thirty (30) minute break period during the time his/her students are taught by a special (e.g. music, art, etc.) teacher. This does not apply to elementary Spanish.

ARTICLE 12

In-Service Training

- A. There shall be an In-Service Advisory Committee, consisting of members of the Administration and three bargaining unit members, who shall be appointed by the Association. The In-service Advisory Committee will meet each Spring and Fall to prepare recommendations to the Board of Directors.
- B. The committee shall present its recommendations to the Board.
- C. The committee's recommendations shall not be binding on the Board. If the Board does not accept the recommendations of the Committee, the Board shall provide the Association with written reason(s) therefor.

ARTICLE 13

Seniority

- A. Seniority shall be district-wide unless otherwise specified in this Agreement.
- B. Seniority shall mean the total number of years that the employee has taught in the District (the years do not have to be consecutive).
- C. On or before October 15 of each year, the superintendent shall provide the Association with a seniority list. A list shall also be posted in the faculty lounge/workroom in each building. The list shall set forth the following information: curriculum area(s) in which the employee would be categorized given his or her current assignment(s); curriculum areas in which the employee has previously taught in the Eastwood or Willow District; years of seniority. Any protests regarding the information on the seniority list must be made in writing to the Superintendent not later than fifteen (15) days following the Association's receipt of the seniority list or the posting of the seniority list. The failure to protest concerning an employee's seniority date shall bar the employee and the Association from challenging said information until the delivery of the seniority list during the following year.
- D. Seniority shall apply to the provisions of this contract only where it is specifically incorporated by express reference.

ARTICLE 14

Health

A. PHYSICAL EXAMS

The Board shall pay up to fifty and no/100 dollars (\$50.00) toward the cost of a new employee physical examination required by the rules of the Department of Education. The report of the new employee physical examination shall contain only the following: a statement certifying that the employee has the fitness to perform the tasks assigned. Whenever the Board determines that an employee must submit to an additional physical examination, the Board shall pay the full costs of any physical examination, laboratory tests, and x-rays required by it. The Board and the employee shall attempt to agree upon the physician and/or hospital to be used for such additional examination. If the Board and employee cannot agree, the Iowa Medical Society's peer review committee shall be asked to designate a physician and/or hospital.

B. SCHEDULING

1. New employees hired on or after August 15 shall make every effort to schedule the examination required as a condition of initial employment during non-school hours. If they are unable to do so, the Superintendent shall grant them reasonable release time without loss of pay for the purpose of complying with said Board-required examinations.
2. Employees who are required to submit to any physical examination, laboratory test, or x-ray during the regular school year shall make every effort to schedule the same during non-school hours. If they are unable to do so, the Superintendent shall grant them reasonable release time without loss of pay for the purpose of complying with said Board-required examination, laboratory test, or x-ray.

ARTICLE 15

Safety

A. PROTECTIVE DEVICES

Such special clothing, equipment, and devices as are necessary for safety shall be provided to the employee at the Board's expense.

B. UNSAFE OR HAZARDOUS CONDITIONS

When in the judgment of the employee an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, the employee shall promptly report said condition to the principal or Superintendent. This report shall be in writing and on a form provided by the School District and available in each building office.

Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

C. ADVERSE WEATHER

1. Weather shall be determined to be adverse on all days when the District has made a decision that the schools are to be closed and that students are not to report to their respective buildings.
2. When the District has determined that the schools are to be closed and the students are not to report to their respective buildings due to adverse weather, bargaining unit members need not report for work and shall not be penalized for failing to report.
3. If an employee, while performing assigned duties, is stranded in another district due to an emergency or adverse weather, the Board shall fully reimburse said employee for the reasonable cost of housing and meals.

D. EMPLOYEE PROTECTION

Copies of any policies and/or regulations promulgated by the Board on student discipline and the use of reasonable force shall be provided to each employee upon request.

ARTICLE 16

Employee Evaluation Procedure

A. TIER 1 – BEGINNING TEACHER EVALUATION

REQUIRED ACTIVITIES

Initial Meeting – Prior to Oct. 1, the building administrator will meet with all beginning teachers to review the Beginning Teacher Plan expectations and evaluation timelines. At this time, the administrator will provide staff with copies of all evaluation guidelines.

Year One and Two

1. Formal Observations

- Three formal observations will be conducted for each teacher in year one and two.
- Two formal observations must be conducted prior to Feb. 1st.
- The third observation must be held prior to the required summative evaluation conference (to be completed by March 30).
- Each of these observations will have a pre-observation and post-observation conference.
- Additional formal observations may be conducted at the discretion of the administrator.
- The teacher must complete and be ready to discuss the required pre-observation and post-observation forms with the administrator at these conferences.

2. One of the formal observations will be of an extended duration. At the elementary level this is defined as an observation of at least two to three consecutive hours. At the secondary level it should involve observing the same class period for two or three consecutive days.

3. Informal observations may also be used at the discretion of the administrator. These may include unannounced classroom observations or walkthroughs, professional behaviors in a variety of settings, and involvement in extra-curricular school activities and functions.

4. A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and two. The administrator and the beginning teacher will review and discuss the portfolio at scheduled conferences.

5. A final summative conference will be held with the first-year teacher on or before March 30. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the District's Mentoring and Induction Program. This continuing participation should not exceed one year.

6. The administrator and beginning teacher recommended for licensure will meet prior to October 1 of the following school year to cooperatively design an Individual Professional Development Plan.

B. TIER II – EVALUATION FOR CAREER TEACHERS

A collaborative process should guide the development of the Individual Teacher Career Development Plan.

- Initially, staff members will develop a draft of their plan.
- Staff members who will be working individually on a one-year plan will meet and collaborate with the supervisor/responsible administrator to review, refine, and finalize the plan by October 1.
- Individuals designing a multiple year plan and teams of staff who will be developing a common plan for multiple years should meet with the responsible administrator by November 1.
- Plans that do not meet this requirement will be considered only in special circumstances.

If individuals or teams are involved in multiple year plans, a written review of progress should be submitted by the team or the individual to the responsible administrator by May 15 of year one (if a two-year plan) and by May 15 of year one and two (if a three-year plan). An annual conversation with the teacher's supervisor must be held to reflect on progress of the career development plan. This should be held after the teacher or team has completed the written review of progress.

End-of-Plan Evaluation

At the completion of the Individual Teacher Career Development Plan, two separate but necessary activities will occur. The first part of the process (the formative component) is the development of a written review of the progress and the outcomes of the completed Individual Teacher Career Development Plan.

- The write-up of this review should be developed by the individual/team and by the responsible administrator.
- It should be written during the performance review at the end of the plan and should reflect the quality and tone of the conversation.
- The individual/team should come to the performance review with a draft of their comments and the results/product(s) of their work.
- A copy of this Individual Teacher Career Development plan write-up will be placed in the individual's district file; and in the case of a team plan, a copy of the team write-up will be placed in each individual team member's district file.

The second part of the end-of-plan experience (the summative component) involves the development by the responsible supervisor/administrator of a separate, written evaluation for each staff member involved in the professional development plan.

- The evaluation should be determined by the information collected during the continuous assessment of each staff member's overall performance over the period of time covered by the length of the professional development experience.
- Consequently, this summative evaluation could cover a one-, two-, or a three-year period of time but must occur at least once every three years through a performance review.
- This evaluation should be presented to and discussed with the staff member in an end-of-the-year performance review.

ARTICLE 17

Staff Reduction Procedures

A. NOTIFICATION

On or before April 30, the Superintendent shall issue a notice or recommendation to terminate an affected employee in accordance with Iowa Code Chapter 279.

B. CLASSIFICATION

Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: grades K-6 (including Title I and TAG); grades 7-12; and grades K-12 for music, physical education, art and special education. Reduction in the 7-12 grade level classification shall be within curriculum areas (e.g. social studies, science, etc.). Title I or TAG teachers in grades 7-12 who do not have certification for grades K-6 shall be classified in the subject matter area (e.g. math or English) closest to his or her teaching duties if he or she is certified in that area. If he or she is not certified in that area, he or she shall be classified in the curriculum area closest to his or her major area of preparation.

Employees shall be classified based upon their teaching assignment during the school year in which the staff reduction procedures are commenced.

An employee with an assignment in more than one of the categories listed above in this section shall be classified in all the curriculum departments in which he/she is assigned.

C. LAYOFF PROCEDURES

1. The Superintendent shall first attempt to make all reductions in staff through attrition and transfer.
2. If attrition or transfer fails to accomplish the reduction in staff, then employees in the classification in which reduction is sought shall be laid off on the basis of seniority with the least senior employee being selected for layoff first (the "designee").

The designee shall then be pooled with all employees currently teaching in those areas of the designee's certification in which the designee has taught for the River Valley Community School District.

The employee(s) to be laid off in the pool described in C(2) above shall be determined on the basis of seniority with the least senior employee being laid off first. This process shall be repeated until the least senior employee possible in the classification (K-6, 7-12 or K-12) has been laid off. In the event that this process results in two or more employees with equal seniority being left for consideration for reduction, then the District shall select the employee to be reduced based upon the District's staffing needs.

The effective date of layoff shall be the last contracted day on which the employee performs his/her services for the District.

The Superintendent shall not be required to serve a termination notice on an employee if termination of the employee served with the notice would not accomplish the reduction sought by the District.

D. RECALL AND BENEFITS

1. If there is a vacancy in any bargaining unit position, laid-off employees with certification for the vacant position and previous teaching experience within the River Valley School District in the department in which the vacancy has occurred, shall be recalled in reverse order of layoff. Departments shall be classified as follows:
 - TK – 6 Classroom Teacher
 - TK- 6 Physical Education
 - 7-12 Physical Education
 - TK-6 Guidance
 - 7-12 Guidance
 - K-12 Media
 - 7-12 Subject Areas of Language Arts, Math, Science, Social Studies, Business, Ind. Tech, Family/Consumer Ed., Art, Spanish”
 - TK-6 Special Education
 - 7-12 Special Education
 - ELC Special Education
 - K-6 Music
 - 7-12 Music
 - K-12 TAG
2. The Board shall notify an employee of his/her recall in writing by certified or registered mail to the employee's address on file with the Board. An employee's failure to respond affirmatively in writing within ten (10) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in termination of the employee's recall rights. If a recall letter which is addressed to the address supplied by the employee and which contains the required postage is returned to the Board by the U. S. Postal Service, then the employee's recall rights shall terminate.
3. A laid-off employee shall retain recall rights for two (2) years from the effective date of layoff unless the employee waives same in writing.
4. An employee reemployed under this Article will be placed on the salary schedule at the last step attained at termination and be reinstated with sick leave days accumulated at the time of termination.

ARTICLE 18

Transfers

A. DEFINITION

Any change in an employee position involving one or more of the following criteria shall be considered a transfer: (a) a movement from K-6 to 7-12 or from 7-12 to K-6, (b) a movement from one area of broad certification to another (e.g., social studies to science), or (c) a movement to a different site, unless a whole grade or class is transferred.

B. OTHER CONSIDERATIONS

Although not considered a transfer when K-6 reassignments are made, the following procedure shall apply:

Unless an emergency situation exists (late resignations, illness during the year, etc.), where possible, the employee shall be given 45 days notice prior to the reassignment. The employee, by request, shall also be given the right to meet with the administrator who recommended the assignment change to discuss the reasons for the reassignment.

If the position would reopen within three years, the employee who was reassigned shall be given consideration in refilling the position. The final decision concerning who will fill the position, however, shall be made by the administration.

C. VOLUNTARY TRANSFERS

1. The Superintendent shall determine whether a vacancy is to be filled by a current employee or a new applicant.
2. If a position becomes vacant during the school year and the position is to be filled by a current employee, the position shall be posted in all buildings not less than five (5) workdays before the position is to be filled. Employees who desire to be considered for such position shall notify the Superintendent's office in writing before the end of the posting period. A voluntary transfer during the school year will be made at the sole discretion of the Superintendent.
3. If a position becomes vacant for the following school year and it is to be filled by a current employee, the following procedure shall apply:
 - a. Such position shall be posted in all buildings for not less than five (5) weekdays (excluding Saturday and Sunday) before the position is to be filled. Notice shall also be sent to the Association within the time noted above.
 - b. Employees who desire to be considered for such position shall file a written request with the Superintendent's office before the end of the posting period.
 - c. If only one employee applies for the position, said employee shall receive the position provided he/she has the necessary endorsements.

- d. If more than one employee applies for the position, the employee with the greatest seniority shall fill the position. If two or more employees seeking the position have the same seniority, the position shall be filled by the employee with the best then current year evaluation(s).

D. INVOLUNTARY TRANSFERS

1. When no employee applies for a vacant position, the Board retains the right to involuntarily transfer an employee to such vacancy or to hire a new employee.
2. When a position becomes vacant during the school year and no employee has applied for the vacancy, the involuntary transfer which is least harmful to the quality and continuity of instruction shall be made.
3. The Superintendent shall have the authority to make whatever involuntary transfers as are necessary to avoid staff reductions.
4. Except as set forth in paragraph 3, when a position becomes vacant for the following school year which the Superintendent determines is to be filled by involuntary transfer, the following procedure shall apply:
 - a. The decision regarding an involuntary transfer shall be made by the Superintendent based upon the certification of the employee, the seniority of the employee and the needs of the School District.
 - b. Where possible, notice of a prospective involuntary transfer shall be given to employees fifteen (15) days in advance.
 - c. In the event that an involuntary transfer results from staff reduction circumstances, the Board may make such transfers as will best implement the provisions of the Article on Staff Reduction Procedures without regard to seniority.
5. Employees who want to be considered for their previous position before being involuntarily transferred, shall notify the Superintendent's office in writing before June 1st of each year. If that past position becomes open and the involuntarily transferred employee's current position can be filled with a suitable replacement, the employee will be assigned their past position as requested.

ARTICLE 19

Duration and Signature

A. DURATION CLAUSE

This Agreement shall be for a two year contract. The first year shall be effective July 1, 2006, and shall continue in effect until June 30, 2007, with a 4.5% package. The second year shall be effective July 1, 2007, and shall continue in effect until June 30, 2008, with a 4.4% total package. That money will be divided with \$400 toward insurance and the remainder applied toward the base in both schedules, keeping the base the same.

B. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiations chairpersons, and their signatures placed thereon, all on the 16th day of May, 2006.

FOR THE ASSOCIATION:

FOR THE BOARD:

Donald Belam
President

David Scott Carver
President

Apricio A. Harrender
Chairperson

Julie C. DeStigter
Negotiator

SCHEDULE "A"

Grievance Form

Grievance # _____

Date Filed: _____

A. Date of the Act or Condition Giving Rise to the Grievance: _____

B. Section(s) of Contract in Dispute: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature of Grievant

Date

SCHEDULE "B"

Dues Deduction Authorization Form

Authorization for Payroll Deduction for Association Dues

First Name

Initial

Last Name

I hereby request and authorize the Board of Education, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the Treasurer of the Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) days' notice to my employer and to the Association.

Employee Signature

Social Security Number

Date

**SCHEDULE "C" – 2007/2008
SALARY SCHEDULE**

Generator Base: 26738
Fixed Step Amt: 580

<u>STEP</u>	<u>BA</u> 1.00	<u>BA+15</u> 1.04	<u>BA+30</u> 1.08	<u>MA</u> 1.12	<u>MA+15</u> 1.16
1	\$26,738	\$27,808	\$28,877	\$29,947	\$31,016
2	\$27,318	\$28,388	\$29,457	\$30,527	\$31,596
3	\$27,898	\$28,968	\$30,037	\$31,107	\$32,176
4	\$28,478	\$29,548	\$30,617	\$31,687	\$32,756
5	\$29,058	\$30,128	\$31,197	\$32,267	\$33,336
6	\$29,638	\$30,708	\$31,777	\$32,847	\$33,916
7	\$30,218	\$31,288	\$32,357	\$33,427	\$34,496
8	\$30,798	\$31,868	\$32,937	\$34,007	\$35,076
9	\$31,378	\$32,448	\$33,517	\$34,587	\$35,656
10	\$31,958	\$33,028	\$34,097	\$35,167	\$36,236
11	\$32,538	\$33,608	\$34,677	\$35,747	\$36,816
12	\$33,118	\$34,188	\$35,257	\$36,327	\$37,396
13	\$33,698	\$34,768	\$35,837	\$36,907	\$37,976
14	\$34,278	\$35,348	\$36,417	\$37,487	\$38,556
15	\$34,858	\$35,928	\$36,997	\$38,067	\$39,136
16		\$36,508	\$37,577	\$38,647	\$39,716
17			\$38,157	\$39,227	\$40,296
18				\$39,807	\$40,876
19					\$41,456

SCHEDULE "D" – 2007/2008
EXTRA-CURRICULAR SCHEDULE
PERCENTAGE

Generator Base:	26738								
Position	Years of Service								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Athletic Director	10.8%	11.2%	11.7%	12.1%	12.5%	12.9%	13.3%	13.7%	14.2%
<u>H.S. HEAD COACH</u>									
Ftball, Vyball, Bkball, Bball, Sball	7.1%	7.5%	7.9%	8.3%	8.7%	9.2%	9.6%	10.0%	10.4%
Track	5.0%	5.4%	5.8%	6.3%	6.7%	7.1%	7.5%	7.9%	
Golf	4.1%	4.6%	5.0%	5.4%	5.8%				
Cross Country	2.5%	2.9%	3.3%						
Weight Training	2.5%	2.9%	3.3%	3.7%	4.1%				
<u>H.S. ASSISTANT COACHES</u>									
Ftball, Vyball, Bkball, Bball, Sball	4.1%	4.6%	5.0%	5.4%	5.8%	6.2%	6.7%	7.1%	
Track	3.3%	3.7%	4.1%	4.6%	5.0%	5.4%	5.8%	6.2%	
<u>JR. HIGH COACHES</u>									
Ftball, Vyball, Bkball, Track	3.3%	3.7%	4.1%	4.6%	5.0%				
<u>OTHER ACTIVITIES</u>									
Music - Instrumental 9-12	5.0%	5.4%	5.8%	6.2%					
Music - Vocal 9-12	3.3%	3.7%	4.1%	4.6%					
Dramatics, 3-ACT	2.5%	2.9%	3.3%	3.7%					
Speech IHSSA Indiv. Events	3.5%	3.9%	4.4%	4.8%	5.2%	5.4%			
Speech IHSSA Large Group	3.5%	3.9%	4.4%	4.8%	5.2%	5.4%			
Jr. Class Sponsor	2.5%								
Sr. Class Sponsor	0.9%								
HS Drill Team Advisor	4.1%								
HS Student Council Advisor	2.5%								
JH Student Council Advisor	2.5%								
HS FB Cheerleading Spon.	2.5%	2.9%	3.3%	3.7%					
HS BKB Cheerleading Spon.	3.3%	3.8%	4.1%	4.6%					
JH Cheerleading Spon.	1.3%								
HS FCCLA Advisor	2.1%								
5th6th Play	0.9%								
Nat. Honor Society Sponsor	2.1%								
HS Quiz Bowl Sponsor	2.5%	2.9%	3.3%	3.7%					

The board reserves the right to delete any of the above if participant numbers decline significantly.
 Experience as an assistant will count as one-half time toward head coaching experience.

Section 2: All administratively assigned duties beyond the second duty required under Article II, Section C,
 shall be compensated at the rate of \$10.00 per assignment.

SCHEDULE "D" – 2007/2008
EXTRA-CURRICULAR SCHEDULE
CURRENCY

Generator Base:	26738									
Position	Years of Service									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	
Athletic Director	\$2,888	\$2,995	\$3,128	\$3,235	\$3,342	\$3,449	\$3,556	\$3,663	\$3,797	
<u>H.S. HEAD COACH</u>										
Ftball, Vyball, Bkball, Bball, Sball	\$1,898	\$2,005	\$2,112	\$2,219	\$2,326	\$2,460	\$2,567	\$2,674	\$2,781	
Track	\$1,337	\$1,444	\$1,551	\$1,684	\$1,791	\$1,898	\$2,005	\$2,112		
Golf	\$1,096	\$1,230	\$1,337	\$1,444	\$1,551					
Cross Country	\$668	\$775	\$882							
Weight Training	\$668	\$775	\$882	\$989	\$1,096					
<u>H.S. ASSISTANT COACHES</u>										
Ftball, Vyball, Bkball, Bball, Sball	\$1,096	\$1,230	\$1,337	\$1,444	\$1,551	\$1,658	\$1,791	\$1,898		
Track	\$882	\$989	\$1,096	\$1,230	\$1,337	\$1,444	\$1,551	\$1,658		
<u>JR. HIGH COACHES</u>										
Ftball, Vyball, Bkball, Track	\$882	\$989	\$1,096	\$1,230	\$1,337					
<u>OTHER ACTIVITIES</u>										
Music - Instrumental 9-12	\$1,337	\$1,444	\$1,551	\$1,658						
Music - Vocal 9-12	\$882	\$989	\$1,096	\$1,230						
Dramatics, 3-ACT	\$668	\$775	\$882	\$989						
Speech IHSSA Indiv. Events	\$936	\$1,043	\$1,176	\$1,283	\$1,390	\$1,444				
Speech IHSSA Large Group	\$936	\$1,043	\$1,176	\$1,283	\$1,390	\$1,444				
Jr. Class Sponsor	\$668									
Sr. Class Sponsor	\$241									
HS Drill Team Advisor	\$1,096									
HS Student Council Advisor	\$668									
JH Student Council Advisor	\$668									
HS FB Cheerleading Spon.	\$668	\$775	\$882	\$989						
HS BKB Cheerleading Spon.	\$882	\$1,016	\$1,096	\$1,230						
JH Cheerleading Spon.	\$348									
HS FCCLA Advisor	\$561									
5th6th Play	\$241									
Nat. Honor Society Sponsor	\$561									
HS Quiz Bowl Sponsor	\$668	\$775	\$882	\$989						

The board reserves the right to delete any of the above if participant numbers decline significantly.
 Experience as an assistant will count as one-half time toward head coaching experience.

Section 2: All administratively assigned duties beyond the second duty required under Article II, Section C, shall be compensated at the rate of \$10.00 per assignment.